

ARTICLE VII

TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. To the extent authorized by the laws and regulations of the government of the Host Party, the Host Organization shall arrange for the provision of administrative support as is deemed necessary for E&S Personnel to perform assigned tasks efficiently. The Host Organization shall familiarize E&S Personnel with any unique procedures necessary for the proper performance of their assigned tasks.

7.2. Consistent with the laws and regulations of the government of the Host Party, and subject to applicable multilateral and bilateral treaties, agreements and arrangements, E&S Personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the laws and regulations of the government of the Host Party, E&S Personnel and their authorized dependents shall be accorded on a reciprocal basis:

7.2.1. Exemption from any tax by the government of the Host Party upon income received from the government of the Parent Party.

7.2.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the laws and regulations of the government of the Host Party.

7.3. E&S Personnel and their dependents shall be informed by the Host Organization about applicable laws, orders, regulations, and customs and they shall be required to comply with them. E&S Personnel and their dependents also shall be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Organization.

7.4. E&S Personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed.

7.5. E&S Personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of E&S Personnel to provide a basis for counseling and performance evaluations. E&S Personnel shall have performance evaluations rendered in accordance with the applicable Parent Party regulations.

7.6. E&S Personnel committing an offense under the laws or regulations of the government of either the Parent Party or the Host Party will be handled in accordance with relevant bilateral treaties and agreements. They may also be withdrawn from this Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against E&S Personnel and E&S Personnel shall not exercise disciplinary powers over personnel of the Host Party. The Parties shall cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Party against its E&S Personnel.

7.7. Any medical and dental care that may be provided to E&S Personnel and their dependents at the Host Party medical facilities shall be subject to the requirements of the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

7.8. In no case shall E&S Personnel be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the government of the Host Party.

7.9. E&S Personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Parent Party.

7.10. The Host Party shall not deploy E&S Personnel in non-direct hostility situations, such as UN peacekeeping or multinational operations, without Parent Party approval. Additionally, E&S Personnel shall not be deployed to a third country without Parent Party approval.

7.11. The Host Party shall not place E&S Personnel in duty assignments in which direct hostilities with forces of third countries are likely. Should a unit in which E&S Personnel are assigned become involved in hostilities unexpectedly, E&S Personnel assigned to the unit shall not be involved in the hostilities without authorization from the Parent Party. E&S Personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of laws of war, to include the rules of engagement.

7.12. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs shall be extended to E&S Personnel and their dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party.

7.13. E&S Personnel shall be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

7.14. Military E&S Personnel shall be required to comply with the dress regulations of the Parent Organization. The order of dress for any occasion shall be that which most nearly conforms to the order for the Host Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.

7.15. Consistent with the laws and regulations of the government of the Host Party, and upon conditions of reciprocity, the Host Organization shall provide, if available, housing and messing facilities for E&S Personnel and their dependents on the same basis and priority as for its own personnel. E&S Personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization shall make suitable arrangements for E&S Personnel.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1. The respective rights of E&S Personnel and the Parties to Inventions (whether patentable or not patentable) made (either conceived or reduced to practice) and to Information developed by the E&S Personnel during the period of and as a result of their participation in this Exchange Program shall be governed by the laws and regulations of the government of the Parent Party.

8.2. To the extent that the right, title, and/or interest to an Invention and/or to Information is assigned to the Parent Party under the provisions of paragraph 8.1., the Parent Party shall grant free of charge to the Host Party for its governmental purposes a nontransferable, worldwide, irrevocable, non-exclusive license to practice (make, use, have used, or sell) such Inventions and to have unlimited use and reproduction rights in such technical Information. The Parent Party will consult with the Host Party as soon as the Parent Party anticipates that its right, title, or interest in an Invention or in Information may be insufficient to grant free of charge to the Host Party such a license or such use and reproduction rights.

8.3. The Parent Party of inventor E&S Personnel shall have first priority to prosecute, or to have prosecuted on their behalf, Patent applications to secure rights granted under this Article. The Parent Party shall, within a reasonable time, notify the Host Party of the countries in which it or the E&S inventor elects to file Patent applications. For all other countries, the Host Party may prosecute or have prosecuted on its behalf Patent applications to secure such rights.

8.4. If the Parent Party renounces exercise of the rights granted under this Article, such Party shall promptly inform the Host Party of its intention. The Host Party could, in that case, exercise the rights belonging to the Parent Party referred to in paragraph 8.1.

8.5. Additional rights to Inventions and Information, such as transfer of Patents, may be negotiated between the Parties.

8.6. Notwithstanding the rights delineated in paragraphs 8.1. and 8.2. of this Article, the Parent Party shall obtain from the

E&S Personnel, as a condition for participating in the Exchange Program, written commitments regarding Inventions and Information in the form prescribed in Annex C, and shall promptly deliver the signed originals to the Host Party.

8.7. Any additional compensation or award under an incentive award program or similar program due to the E&S Personnel for the work performed under this Exchange Program shall be the responsibility of the Parent Party.

ARTICLE IX

CLAIMS

9.1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's DoD or MINDEF, for damage, loss or destruction of property owned or used by its respective DoD or MINDEF, if such damage, loss or destruction:

9.1.1. was caused by a military member or a civilian employee in the performance of official duties, or

9.1.2. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its DoD or MINDEF, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

9.2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's DoD or MINDEF for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

9.3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 9.1. and 9.2. of this Article, arising out of an act or omission by the military members or civilian employees of its DoD or MINDEF, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

9.4. E&S personnel and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the host party, or its political subdivision(s), where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE X

SETTLEMENT OF DISPUTES

10.1. Disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

ARTICLE XI

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

11.1. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of funds for such purposes.

11.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

11.3. This Agreement may be amended by the mutual written consent of the Parties.

11.4. This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

11.5. Either Party may terminate this Agreement upon 180 days written notification of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such termination, the following rules apply:

11.5.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

11.5.2. Each Party shall pay the costs it incurs as a result of termination.

11.5.3. All Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

11.6. The respective rights and responsibilities of the Parties regarding Article VI (Security), Article VIII (Intellectual Property Rights), Article IX (Claims) and this Article XI (Amendment, Termination, Entry into Force, and Duration) shall

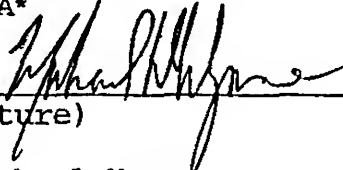
continue notwithstanding termination or expiration of this Agreement

11.7. This Agreement, which consists of eleven (11) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for fifteen (15) years. The Parties shall consult no later than three years prior to the expiration of this Agreement and decide whether or not to extend its duration. It may be extended by written Agreement of the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorized by their governments, have signed this Agreement.

Done, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA*


(Signature)

Mr Michael Wynne

(Name)

Acting Under Secretary of
Defense (Acquisition,
Technology & Logistics)

(Title)


22 Mar 04

(Date)

Pentagon
Washington, D.C.

(Location)

FOR THE MINISTRY OF DEFENCE
OF THE REPUBLIC OF SINGAPORE*


(Signature)

Mr Peter Ho

(Name)

Permanent Secretary (Defence)

(Title)

8 Mar 04

(Date)

Ministry of Defence,
Singapore

(Location)

ANNEX A

PROCEDURES FOR ADMINISTERING THE EXCHANGE OF ENGINEERS AND SCIENTISTS

1. This Annex to the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Singapore regarding the Exchange of Engineers and Scientists (E&S) provides the procedures for nominating and assigning E&S Personnel from one Party to defense organizations and facilities of the other Party.
2. The exchange of E&S Personnel under this Agreement between the U.S. DoD and the Singapore MINDEF shall be administered by designated national Managing Agents as stated in Article III (Executive Agents and Managing Agents). The Managing Agents shall be the single points of contact with the other Party for the administration of the E&S Program.
3. The Managing Agents shall request their subordinate organizations to submit candidate personnel applications for consideration as an E&S exchange participant. The personnel application should include a resume in the format of Appendix 1 of Annex A. The selection and placement of five (5) or more E&S personnel in one Party during a calendar year shall be administered and coordinated on a group basis to facilitate administrative processing.
4. Candidate applications shall be submitted by the Managing Agent of the Parent Party to its government's Embassy for forwarding to the Managing Agent of the Host Party. The submission of the applications or exchange of the candidates' resumes shall occur nine (9) months prior to the desired assignment start date.
5. The Managing Agent of the Host Party shall distribute the candidate resumes it receives to its defense organizations and facilities for review and placement selection.
6. After review and coordination of the resumes and identification of applicable assignments, the Managing Agent of the Host Party shall submit proposed position descriptions in the format of Appendix 2 of Annex A, at least four (4) months prior to the expected assignment start date, to the Parent Party. Appropriate documentation (visas, visit requests, etc.)

shall be submitted to the Managing Agent of the Host Party in a timely manner.

7. Upon notification of approval and acceptance of the position descriptions by the Parent Party, the Managing Agent of the Host Party shall notify the responsible defense organizations or facilities of the individuals' arrival dates and appoint a sponsor. The responsible defense organizations or facilities shall, in turn, notify the respective supervisors of the arrival of the E&S Personnel and encourage personal contact between the supervisors and E&S Personnel prior to arrival. The Host Organization, usually the supervisors, shall be assigned to meet E&S Personnel on their arrival and help make the necessary living arrangements for E&S Personnel and their families.

8. The Managing Agent of the Parent Party shall arrange a briefing for all new E&S Personnel prior to departure for their assignments. It is suggested that the E&S Personnel's Embassy arrange an in-briefing for all new E&S Personnel, normally to be held at the E&S Personnel's Embassy. At this in-briefing, the Managing Agent of the Host Party shall provide an overall welcome to this Exchange Program and emphasize security system requirements. Members of the receiving defense organizations or facilities shall be in attendance and familiarize E&S Personnel with that organizations' or facilities' research and development missions, as well as the specific assignments and locations.

9. The Managing Agent of the Host Party, along with the E&S Personnel's Embassy point of contact, shall be the interface with all supervisors and/or E&S Personnel in administering this Exchange Program.

10. The Managing Agent of the Host Party shall arrange for proper end-of-assignment ceremonies and out-briefings. It is suggested that a prominent individual from the Host Party research and development community address E&S Personnel when there is a group departing. A certificate of completion may be presented to each foreign E&S participant. The Managing Agent of the Host Party shall provide a security debrief and allow the individuals a final opportunity to comment on their experiences with the E&S Exchange Program.

APPENDIX 1

PROFESSIONAL BACKGROUND, CAREER AREAS OF INTEREST AND ASSIGNMENT
OBJECTIVES

1. Personal Data

Name:

Rank or Title:

Scientific or Technical Specialty:

Passport No:

Marital Status: (if children, how many, ages and sex)

Address:

Office:

Telephone:

Home:

Telephone:

2. Education

Name of college/university:

Degree received/subject:

Licenses and Professional Certification (as appropriate):

3. Professional Employment: (List military and civilian
employment)

4. Name of Present Organization:

5. Language Proficiency

a. Recent aptitude/proficiency scores, if applicable:

b. Academic language training or language experience:

6. Career Areas of Interest and Assignment Objectives

a. Career Areas of Interest:

- 1.
- 2.
- 3.

b. Assignment Objectives:

- 1.
- 2.
- 3.

APPENDIX 2

POSITION DESCRIPTION

1. Title of Position:
2. Position Location:
3. Qualifications/Skills Required for Position:
4. Description of Specific Duties:
5. Supervisor
Name:
Title/Grade:
Address:
6. Security Clearance Required:

ANNEX B

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (_____) * pursuant to an Agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Singapore. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

* *Insert military branch and organization to which assigned.*

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (_____) * defense activities. There shall be no access to Information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.

* *Insert specific facility for Engineers and Scientists assignment.*

2. I shall perform only functions that are properly assigned to me as described in the position description for my assignment and shall not act in any capacity on behalf of my government or my Parent Party or Parent Organization.

3. All Information to which I may have access during this assignment shall be treated as Information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Party.

4. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.

5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization.

6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, Classified, restricted, proprietary or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Signature)

(Name)

(Title)

(Date)

ANNEX C

COMMITMENT REGARDING INVENTIONS MADE AND TECHNICAL INFORMATION
DEVELOPED BY VISITING ENGINEERS AND SCIENTISTS

COMMITMENT TO HOST PARTY

In consideration for being selected to participate in the U.S.-Singapore Engineer and Scientist Exchange Program, I hereby grant to the Host Party a worldwide, non-transferable, irrevocable, non-exclusive, royalty-free license to practice (make, use, or sell) Inventions (whether patentable or not patentable) and unlimited use and reproduction rights in technical Information, which Inventions are made (either conceived or reduced to practice) by me or which technical Information is developed by me during the period of and as a result of my participation in this Exchange Program.

Additionally, in order to secure the rights granted above, I hereby grant to the Host Party the right to prosecute or to have prosecuted Patent applications on the above-mentioned Inventions in any country for which the Parent Party or I choose not to prosecute a Patent application.

Signature of Engineer/Scientist